



National Park Service  
U.S. Department of the Interior

Chickasaw National  
Recreation Area

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## **Chickasaw NRA Request for Proposals**

Release Date November 21, 2012  
For Immediate Release  
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The Chickasaw National Recreation Area (Park) is seeking vendor(s) to provide a boat rental at the Point area on the Lake of the Arbuckles under a commercial use authorization (CUA) for an agreement period of two years starting in 2013.

### **Organizational Overview**

Chickasaw National Recreation Area exists as part of the National Park System to provide for public outdoor recreation use and enjoyment of Arbuckle Reservoir and land adjacent thereto; to provide for more efficient administration of other adjacent areas containing scenic, scientific, natural, and historic values; and for the memorialization of the Chickasaw Indian Nation (Public-Law 94-235).

Located in the heart of the Arbuckle Mountains in south-central Oklahoma, where the Eastern Woodlands and Western Plains meet, Chickasaw National Recreation Area supports a diverse array of plant and animal species as well as a variety of natural features and cultural resources. Families have been coming to Chickasaw National Recreation Area for generations to partake in traditional outdoor activities including family gatherings, picnics, swimming, fishing, boating, canoeing, hiking, hunting, horseback riding, bicycling, jogging, and camping. Visitors also enjoy the pavilions, campgrounds, picnic areas, trails, and the work of the Civilian Conservation Corps (CCC) throughout the Historic Platt District.

### **Location Description & Use Statistics**

The Lake of the Arbuckles includes four access points: Buckhorn, the Point, Guy Sandy and Upper Guy Sandy. The lake itself was constructed by the Bureau of Reclamation in the late 1960s and is used by boaters and personal water craft operators, fishermen, picnickers, and swimmers. The lake experiences high use on summer weekends and especially holidays but is under-utilized on summer weekdays. Boating is limited by parking at the four access points.

Veterans Lake was built in 1933 and became part of Chickasaw National Recreation Area in 1983. The 68 acre lake was named in honor of American war veterans. Primary uses include quiet boating and fishing activities and walking around the perimeter of the lake. The Veterans Lake area includes one small boat launch ramp.

<b>Chickasaw National Recreation Area Monthly Boat Use - 2010</b>				
Month	Boats	Boaters	PWC	PWC Riders
January	26	26	0	0
February	12	19	0	0
March	251	480	0	0
April	480	1,440	0	0
May	2,621	6,010	100	200
June	2,311	6,280	0	0
July	2,509	7,527	248	321
August	987	4,146	148	266
September	1218	5116	183	329
October	871	2613	4	4
November	189	567	0	0
December	65	273	0	0
Total	11,540	34,497	683	1,120

<b>Chickasaw National Recreation Area Monthly Visitation - 2010</b>								
Month	Recreational Visits	Visitor Hours	Point Area	Buckhorn Area	Guy Sandy Area	Lake District	Platt District	Goddard Youth Camp
January	49,627	125,191	4,352	3,219	5,200	12,772	36,855	0
February	45,423	115,515	2,989	3,470	4,768	11,228	34,194	0
March	78,998	277,692	6,133	7,426	9,214	22,773	56,223	1,152
April	109,628	363,648	15,549	10,137	10,018	35,705	73,921	1,202
May	217,716	848,918	25,751	25,633	18,647	70,032	147,683	2,026
June	150,936	655,479	18,301	26,256	8,199	52,757	98,178	1,658
July	159,466	656,752	26,594	25,995	17,636	70,227	89,238	0
August	133,687	452,713	19,606	16,055	11,731	47,392	89,294	0
September	114,877	422,831	16,320	7,898	15,538	39,757	75,120	0
October	110,011	373,484	9,693	3,398	6,624	19,716	90,294	7,381
November	64,256	185,141	7,327	4,361	5,256	16,945	47,310	0
December	19,012	53,535	2,199	1,250	317	3,767	15,244	0
Total	1,253,637	4,530,899	154,814	135,098	113,148	403,071	853,554	13,419

### **Services Required**

The Chickasaw National Recreation Area seeks vendor(s) for boat rental services on the Lake of the Arbuckles and non-motorized boat rental service at Veterans Lake. The vendor(s) will be provided two slips at a dock located near the Point on the Lake of the Arbuckles boat ramp. Water vessels may be secured to the boat dock in designated areas during rental operation hour and must be removed from the water at the conclusion of each business day if directed by the Superintendent. This dock may be shared by multiple vendors. All boat ramp areas at both lakes are routinely patrolled by Park Rangers; however the Park will not guarantee the safety of any equipment left on the

docks. Vendor(s) may install a surveillance camera, security gate or employ a security service as they feel is necessary with prior park approval.

Boat rentals in the Park are limited to less than 21-foot pleasure crafts. No personal water crafts/jet ski rentals are permitted. Non-inflatable life jackets must be provided to customers. Provide an outline of your safety briefing to customers in your proposal.

The Park would allow ice and limited prepackaged food service operation at the Point area location to coincide with boat rental operations. Examples of prepackaged foods are candy bars, cracker, and bottled/canned drinks. Milk, cheese, sandwiches, and other products that require refrigeration are not allowed. The Park may discontinue allowed food service operations at any time.

Park maintenance staff will inspect the assigned facilities at the beginning and end of the CUA and any damages will be billed to the vendor(s).

### **Conditions of Commercial Use Authorization**

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out

activities and operations under this authorization. The policy shall be in the amount of \$300,000 and underwritten by a United States company naming the United States of America (National Park Service, Chickasaw National Recreation Area, 1008 W. 2<sup>nd</sup> Street, Sulphur, OK 73086) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise there from: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express written approval of the Superintendent.
11. The holder is to provide an Annual Financial Report (AFR) to the Superintendent after each operating season and no later than December 31 each year. This statement will include all gross receipts from activities under this authorization and any other specific information related to the holder's operations that the Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments. The park will provide the CUA holder with appropriate form(s) to complete. An amount MUST be entered on the appropriate line of the form. Not completing the AFR by the due date may be grounds for revocation or non-renewal of your CUA.
12. The holder is to maintain an accounting system under which the accounts can be readily identified within the system of accounts classification. The accounting system must be capable of providing the information required by this authorization. The

holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

### **Special Park Conditions**

1. The CUA Holder and all participants authorized herein must comply with all of the conditions of the CUA including all exhibits or amendments or written directions of the park superintendent.
2. This CUA is applicable only for the use of the area(s) and terms designated within this CUA.
3. The CUA Holder is required to carry a copy of this complete CUA with them.
4. The CUA Holder or his/her designated representative is responsible for understanding the obligations of this CUA including the rules and regulations pertaining to the use of the resources (CFR 36, chapter 2). A designated representative of the CUA Holder shall be any employee of the CUA Holder engaged in the use of this CUA.
5. Non-Exclusive Authorization - This CUA does not grant the CUA Holder exclusive use of any park area. This CUA shall not be construed as limiting the obligation of the superintendent to issue similar CUAs at the request of all other persons seeking to conduct the same or similar activities in the area.
6. The CUA Holder will not be considered a Concessioner to the National Park Service and have none of the rights and privileges as such.
7. Licenses: The CUA Holder must obtain all CUAs or licenses of state or local governments, e.g. commercial driver's license, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent federal, state, and local laws and regulations.
8. Inspection and Monitoring: The Superintendent shall have the right to monitor CUA Holder's services and inspect for compliance with all aspects of this CUA.
9. Food preparation must adhere to U.S. Public Health acceptable procedures and practices for food handling, temperature control, storage, personal hygiene, milk and dairy products sanitation, dish washing, and precautions that will reduce the risks of rodent, insect, and animal infestation in food storage areas. Food preparation operations are subject to review and inspection by a representative of the U. S. Public Health Service or park concessions staff trained in food handling inspection techniques for food service establishments.
10. The CUA Holder will obtain pre-approval in writing from the Park Superintendent before using chemicals, pesticides, and toxic materials. Applications and methods of use will be in conformance to applicable laws.

11. The Park will investigate all complaints. The CUA holder will cooperate with the investigations. The Park and the holder will each promptly answer all written complaints, within 10-days, and provide each other with copies of their correspondence. Complaints will result in corrective actions.
12. Emergency Telephone Number is 911. An accident resulting in personal injury, death or property damage (including CUA vehicles), shall be reported to the superintendent as soon as possible (36 CFR 2.33, 3.4 and 4.4).
13. Any threatening incident involving wildlife shall be reported to the park as soon as possible.
14. The CUA holder and employees must wear standardized, brightly colored uniform shirts with name tags while working.
15. The CUA holder and employees are not allowed to use tobacco products while in the performance of their duties or in view of the public.
16. Boating Specific Requirements:
  - a. The CUA holder is authorized to use launch ramps at Buckhorn, The Point, and Guy Sandy to access Lake of the Arbuckles and the Veterans Lake launch ramp at Chickasaw National Recreation Area.
  - b. The CUA holder must comply with motor restrictions on lakes in the park.
  - c. The CUA holder must comply with all State fishing regulations.
  - d. The CUA holder is prohibited from operating boats within local water company intake zones (marked by buoys.)
  - e. The CUA holder must comply with all applicable state and local laws, regulations, ordinances, etc. with respect to activities conducted on any body of water within the State of Oklahoma. It is the CUA holder's responsibility to be knowledgeable of and comply with any special prohibitions in place on bodies of water used as municipal drinking water sources.
  - f. The CUA holder must brief all riders on the proper and safe procedures involved in controlling the vessel.
  - g. A first aid kit should be available and adequate for minor injury situations and insect stings.
  - h. The CUA holder will ensure that all participants receive safety orientation prior to commencement of boating activities and will provide all of the required personal floatation devices and other safety equipment customarily required for such water-related activities.
  - i. Inflatable life jackets are not be used to meet the lifejacket requirements on any rental boat.
  - j. The CUA holder must provide the Superintendent with copies of its operator and safety checklists.
  - k. Boats must be equipped with approved Coast Guard navigational and running lights to operate after sunset, otherwise all rental boats are to be returned to the launch ramp by dark.

- l. Group size is limited to the capacity of boat per trip. The CUA holder must follow each boat's capacity plate for maximum weight or maximum number of people the boat can safely carry.
  - m. Each rental vessel must have a supply of large trash bags.
17. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
  - a. The CUA Holder shall purchase at a minimum the types and amount of insurance as stated herein and agrees to comply with any revised insurance limits the superintendent may require during the term of this CUA.
  - b. The CUA Holder shall provide the Superintendent with a Certificate of Insurance (and endorsement if applicable) at the inception of the CUA and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the CUA Holder's insurance program hereunder.
  - c. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such provide to be inadequate or otherwise insufficient for any reason whatsoever.
18. The CUA Holder shall provide the superintendent with a schedule of operations, i.e. the hours of departure and return, starting and closing dates of operation for the season, and will notify the park's Permit Coordinator of any changes immediately.
19. If the boat rental service is to operate three days a week or less, the vendor(s) are required to remove all equipment/structures from the site at the end of each service period. If the boat rental service is to operate four or more days a week, the vendor(s) may leave the structure and equipment on site. These areas are patrolled regularly and are lit at night. The Park is not responsible for the safety of equipment left on site. Vendor(s) may install a removable surveillance camera as they feel is necessary with prior park approval.
20. Any temporary structures approved by the Superintendent should blend with the Park landscape. This entails a neutral/earth tone exterior color to the building, minimal signage and no neon lighting. Park maintenance staff will inspect the assigned facilities at the beginning and end of the CUA and any damages will be billed to the vendor(s).
21. The CUA Holder shall maintain grounds and pick up all litter and debris from around the food service structure for a radius of ten (10) feet. All collected materials shall be deposited in the nearest National Park Service trash receptacle.
22. Additional requests for picnic tables must be requested in writing and approved by the Park Superintendent.
23. All items sold in addition to prepackaged food items and ice need to be requested in writing and approved by the Park Superintendent.

24. The National Park Service will not approve the rates of the CUA holder.
25. CUA holder-owned signs relating to the operation of Boat Rental and Food Service will be professionally printed. Sign size, style, color, and location will be submitted for the Park Superintendent's approval prior to installation. Examples of signs include price list, etc.
26. Prior to distribution the Park Superintendent must approve all promotional material, such as brochures, flyers, radio, television, and Internet. The review will be at least 30-days prior to printing dates, if any. Advertisements must include a statement that the holder is authorized by the National Park Service, to serve the public within Chickasaw National Recreation Area. No advertisement of services located outside the boundaries of the Park will take place in the Park.
27. The CUA Holder, employees, subordinate operating entities, etc. shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or imply Governmental, Departmental, Bureau or Government employee endorsement of a product, service, or position which the CUA Holder represents. No release of information relating to this agreement may state or imply that the Government approves of the CUA Holder's work product, or considers the CUA Holder's work to be superior to other products or services.
28. The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
29. Vehicles used in conjunction with this CUA shall not impede the flow of normal or emergency traffic. This CUA does not guarantee, reserve, or otherwise give preference for parking, and no vehicles used in conjunction with activities authorized by this CUA may be driven or temporarily left in any areas not authorized for motor vehicle travel.



### **Associated Fees**

1. This CUA will require the advance payment by the holder of a minimum fee of \$200, if applicable notwithstanding the length of the CUA. The park may determine an additional monitoring cost. This monitoring fee reflects the actual costs incurred by the park to monitor and/or perform needed functions to properly manage the CUA. The park will evaluate the costs of usage, calculate the amount, if any, and prepare a bill for collection.
2. Water and sewage is billed monthly by the park at a flat rate. Electric service is available on a metered basis.
3. The following fees are due to the Chickasaw National Recreation Area in connection with the issuance of the CUA:

#### Cost recovery fee

CUA Administration (per year) *included in application fee	\$100
Posters at Park bulletin boards and link on Park website (per year)	\$50
Water and Sewer (per occupied month)	\$25
Trash removal (per occupied month)	\$50
Integrated pest management oversight	\$25
Subtotal for Cost recovery fees	\$250

#### Fee for facilities

Two Picnic tables	\$20
Utility Meter	\$30
Site for structure (per occupied month)	\$100
Two boat dock slips - May 1 through September 30	\$100
- October 1 through April 30	\$50

### **Required Information in Proposal**

1. Completed Commercial Use Authorization Application
2. Corporate information & previous experience in operating concessions, financial history (proof of ability to deliver without risk of bankruptcy), customer references
3. Documentation of liability insurance in the amount of \$300,000 or statement of intent to acquire liability insurance two weeks prior to Commercial Use Authorization being awarded.
4. Outline of a safety briefing for rentals
5. Business plan for concessions operation including:
  - a. Number of employees (full time and part time)
  - b. Operating schedule (hours of operation and season duration)
  - c. Equipment description
  - d. Rate structure for services
  - e. Projected demand by park visitors
  - f. Expected gross revenue

**Submission deadline  
December 18, 2012**

**Submit proposal to:**  
Park Superintendents Office  
Chickasaw National Recreation Area  
1008 West 2<sup>nd</sup> Street  
Sulphur, OK 73086

For additional information or clarification, contact Daniel C. Whatley at 580-618-3261.

**Basis for award of Commercial Use Authorization**

- ◆ Ability to offer best visitor use experience
- ◆ Fair rate to park visitor
- ◆ Ability to operate boat rental
- ◆ Concessioner experience
- ◆ Viability of business plan
- ◆ Environmental and safety standards
- ◆ Minimum service dates: every Friday, Saturday and Sundays plus Memorial Day, Independence Day, and Labor Day holidays from May 1 through September 30
- ◆ Types of boats provided for rent